In the Supreme Court of the United States.

OCTOBER TERM, 1919.

ROBERTO GAYON, APPELLANT,
v.
THOMAS D. MCCARTHY, UNITED STATES Marshal for the Southern District of New York, and Samuel M. Hitchcock, United States Commissioner for the Southern District of New York. } No. 540

ON APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

MOTION ON BEHALF OF APPELLEES TO ADVANCE.

Comes now the Solicitor General on behalf of the appellees, and respectfully moves the advancement of the above-entitled cause for argument during the present term.

Appellant was indicted in the Southern District of Texas for conspiracy to violate Section 10, Criminal Code, in that he conspired to retain persons to go beyond the limits of the United States with intent to be enlisted as soldiers with one of the Mexican factions. He was apprehended in the Southern District of New York, and committed by the United States

Commissioner to the custody of the Marshal pending an order for his removal to Texas. This is an appeal from an order of the District Court dismissing the writs of habeas corpus and certiorari theretofore granted.

Pending the determination of this appeal, appellant is at liberty on bail. It is, therefore, respectfully requested that the case be set for early hearing.

Notice of this motion has been served upon opposing counsel.

ALEX. C. KING,
Solicitor General.

NOVEMBER, 1919.

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1919.

No. 540

ROBERTO GAYON,
Plaintiff-in-Error,

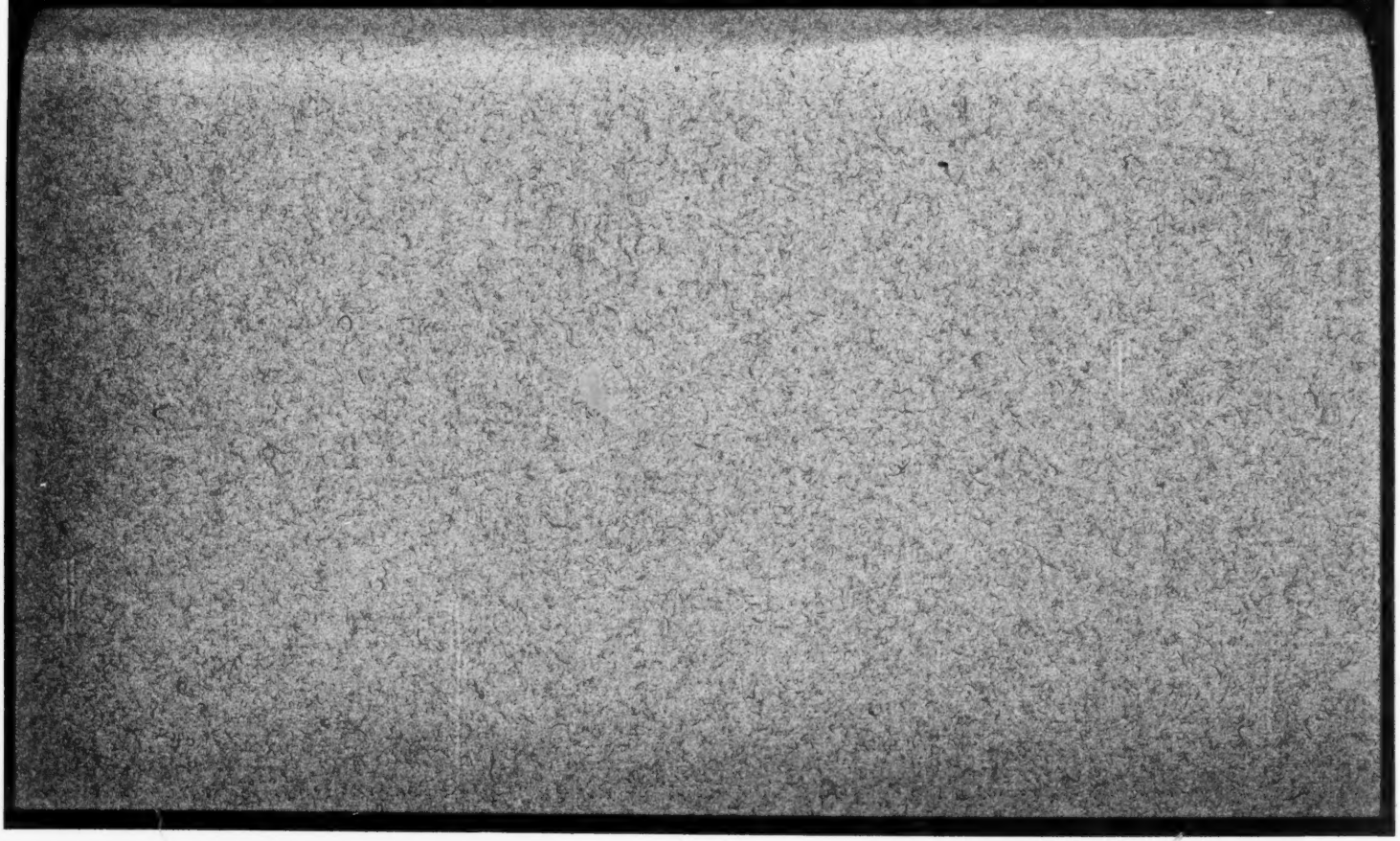
vs.

THOMAS D. McCARTHY, United States Marshal for the Southern District of New York, and SAMUEL M. HITCHCOCK, United States Commissioner for the Southern District of New York.

IN ERROR TO THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

BRIEF ON BEHALF OF PLAINTIFF-IN-ERROR.

WILLIAM S. BENNET,
Counsel for Plaintiff-in-Error.



Supreme Court of the United States

OCTOBER TERM, 1919; NO. 540.

ROBERTO GAYON,
Plaintiff-in-Error,

against

THOMAS D. MCCARTHY, United States Marshal for the Southern District of New York, and SAMUEL M. HITCHCOCK, United States Commissioner for the Southern District of New York.

IN ERROR TO THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

BRIEF ON BEHALF OF PLAINTIFF IN ERROR.

Statement.

Defendant (plaintiff-in-error) was indicted in the Southern District of Texas for conspiring to hire and retain persons to enlist and go to Mexico with intent to be enlisted as soldiers in the service of an organization in the United Mexican States in revolt against the United Mexican Government,

contrary to Section 10 of the Penal Code, as amended.

Defendant was arrested in the City of New York, Southern District of New York, and after a hearing was committed by United States Commissioner Hitchcock to the custody of the Marshal pending an order for his removal to Texas.

Defendant thereupon obtained from the United States District Court for the Southern District of New York a writ of habeas corpus and a writ of certiorari in aid thereof, and from the final order of the District Court dismissing said writs, the writ of error herein was allowed.

The indictment referred to contains the general charge of conspiracy and enumerates seven overt acts committed as a part and in furtherance of said conspiracy.

The only allegations of fact in the conspiracy relating to the said Roberto Gayon, defendant, are contained in sub-division (a) of the said indictment (Record, page 7), which is as follows:

> "(a) On the 8th day of April, A. D., 1919, the said Roberto Gayon in the City of New York, State of New York, did write and deliver to one Foster Averitt, a letter addressed to the said Nemencio Garcia Naranjo, and at said time did give to the said Foster Averitt certain instructions with reference to presenting said letter to the said Nemencio Garcia Naranjo, and impliedly promising to the said Foster Averitt that upon his arrival in Mexico he would be given a commission in the Army of Aurelio Blanquet and on the same day at the same place did deliver to the said Foster Averitt a letter to one D. Aurelio Blan-

quet, who was then in Mexico and was represented to be in command of certain revolutionary forces in opposition to the established government of the United Mexican States operating and acting in the interest of one Felix Diaz."

Upon the hearing before the commissioner it appeared from the witnesses produced on behalf of defendant that at no time during 1918 or 1919 was he personally in Texas where the conspiracy is alleged to have been entered upon. Furthermore, defendant testified that he had not in any way communicated with any of the persons in Texas who are alleged in the indictment to be his co-conspirators, except Naranjo, to whom he had written several letters, which were admitted in evidence (Record, pages 48-50), and to whom the letter referred to in subdivision (a) of the indictment was addressed (Record, page 7).

On the other hand, the prosecution produced as evidence of the commission of the alleged crime, first, the indictment (Record, page 6), and second, the testimony of one Foster Averitt, the person named in the indictment as having received from the defendant Gayon, the letter to his alleged co-conspirator Naranjo (Record, page 31).

The ground upon which defendant was held for removal was that the proofs before the commissioner established the commission of a crime under Section 10 of the Penal Code.

Assignment of Errors.

Plaintiff in error contends that the court below erred:

(1) In failing to hold and decide that the only acts committed by defendant of which there was any evidence before the commissioner or before the court did not constitute a crime under Section 10 of the U. S. Penal Code, as amended.

(2) In holding that the evidence adduced before the commissioner showed probable cause to believe the defendant guilty of any crime or offence charged in the indictment.

POINT I.

The indictment is not conclusive; it is merely prima facie evidence of probable cause under Section 1014 of the revised statutes.

Tinsley vs. Treat, 205 U. S., 20.

POINT II.

There was no hiring or retaining by defendant within the meaning of Section 10 of the Penal Code.

It is apparent from the record that the commissioner's ruling was upon the theory that the defendant hired and retained the witness Averitt to go to Mexico to enlist in the revolutionary forces operating there against the United Mexican Government (Record, page 46).

The commissioner said in part:

> "The hiring or retaining by the defendant or any other need not be by money or promise

of it. The suggestion of appointment to a Colonelcy upon presentation of the defendant's letter to General Blanquet was an offering of inducement equivalent to a hiring."

The opinion of the court (Record, page 55) discloses that the order was based upon his conclusion that as a matter of law the testimony of Averitt established probable cause to believe that defendant was engaged in a conspiracy to retain Averitt to go to Mexico with intent to enlist there as a soldier and that such testimony indicated that defendant actually retained and hired Averitt for such purpose. The court said in part:

"The testimony of Averitt, which so far as pertinent, has been substantially quoted in full seems if credited to establish probable cause to believe that Gayon was engaged in a conspiracy to retain Averitt to go to Mexico with intent to enter the service of a foreign state as a soldier. I think the testimony indicated an engagement on the part of Gayon to go to General Blanquet to serve in his army in return for a letter of introduction intended to promote this result. No payment of money or formal contract is necessary to bring the case within the statute. If money had been furnished for maintenance, the case would have been clearer, but the giving of letters of introduction to those who could facilitate an enlistment with the expectation that that would follow, accompanied by the direction to Averitt to tell Blanquet to place Averitt on his staff, and the arrangement on Averitt's

part to go to Mexico, can probably be found by a jury to amount to a retention of Averitt to go with intent to enlist.

A brief summary of the testimony of the prosecution's witness Averitt follows:

Averitt had come to 320 Broadway accidentally. He had seen the name of Pedro del Villar and he had gone up hoping possibly to get a position of an engineering character. He was in the uniform of a cadet of the Naval Academy of Annapolis from which he had quite recently resigned. He suggested that on account of his military experience he might be of benefit to the anti Carranzista side in Mexico, and Mr. Gayon told him he could not promise him anything or do anything for him because to do so would be a violation of the neutrality law of the United States. Upon his continuing to express his willingness to join himself to Blanquet and Diaz, Mr. Gayon gave him a letter of introduction to Mr. Naranjo. He cautioned him not to tell Mr. Naranjo that he wanted to go to Mexico, in order to attach himself to General Blanquet. Mr. Gayon said the reason he did that was because San Antonio was full of spies.

Mr. Gayon did not give him, Averitt, any money and he did not ask for any, but in the conversation Gayon did say that if Averitt got to General Blanquet, he was to say to General Blanquet that he, Gayon, hoped that Averitt would be put on Blanquet's personal

staff and Gayon told Averitt that he would have the rank of at least Colonel. He also told Averitt that while there was no provision for expenses, that undoubtedly if he did become an officer under General Blanquet, he would more than make up the amount he had expended in getting to General Blanquet.

An examination of the testimony in question discloses that there was no hiring or retaining of him within the meaning of the statute.

Section 10, of the Penal Code, as amended by the Act of May 7, 1917, is as follows:

> "Whoever within the territory or jurisdiction of the United States, enlists or enters himself, or hires or retains another person to enlist or enter himself or to go beyond the limits or jurisdiction of the United States with intent to be enlisted or entered in the service of any foreign prince, state, colony, district, or people as a soldier or as a marine or seaman on board of any vessel of war, letter of exchequer or privateer, shall be fined not more than One thousand dollars and imprisoned not more than three years provided * * *."

To establish an offense under the section aforesaid, it must be shown that there was a distinct hiring or retaining by the defendant.

United States vs. Kazinski, 26 Fed. Cases, 682;

United States vs. Hertz, 26 Fed. Cases 293;

United States vs. Blair-Murdock Co., 228 Fed. 77.

As was said in United States vs. Hertz, *supra*:

"The question upon which you have to pass is, did Henry Hertz hire or retain any of the persons named in these bills or indictments to go beyond the limits of the United States with the intent to be enlisted or entered in the service of a foreign state. Did he hire or retain a person? Whatever he did was within the territory of the United States. The hiring or retaining does not necessarily include the payment of money on the part of him who hires or retains another. He may hire or retain a person with an agreement that he shall pay wages when the service shall have been performed. The hiring or retaining of servants is not done by the payment of money in the first instance, but by the promise to pay money when the service shall have been performed; and so a person may be hired or retained to go beyond the limits of the United States with that intent. Moreover, it is not necessary that the consideration of the hiring shall be money. To give to a person a railroad ticket that costs $4 and board and lodge him for a week is as good as a consideration for a contract of hiring as to pay him the money with which he could buy the railroad ticket and pay for the board himself. *If there be any engagement on the one side to do the particular thing, to go beyond the limits of the United Sates with the intent to enlist and on the other side an engagement that when the act shall have*

been done a consideration shall be paid to the party performing the service or doing the work the hiring and retaining are complete.

The meaning of the law is this. That if any person shall engage, hire, retain or employ another person to go outside of the United States to do that which he could not do if he remained in the United States, viz: to take part in a foreign quarrel, if he hires him to go knowing that it is his intent to enlist when he ariives out—to enlist and engage him or carry him or pay him for going because it is the intent of the party to enlist; then the offence is complete * * *. It is the hiring of the person to go beyond the United States, that person having the intention to enlist when he arrives and that intention known to a party, hiring him and that intention being a portion of the consideration before he hires him, that defines the offense."

In United States vs. Blair-Murdock Co., 228 Federal 77. The court, by Dooling, D. J., says, page 84:

"The only difficulty that really presents itself is to determine what is meant by the words 'hires or retains another person to go beyond the limits or jurisdiction of the United States.' And, indeed, as it was the manifest purpose and intention of defendants that those sent by them from San Francisco should go beyond the limits of the United States, and as it was equally the purpose of the men so sent to go beyond such limits our inquiry is narrowed to

the ascertainment of the meaning of the words 'hires or retains," as used in the statute, and to determining whether such meaning applies to the things for the doing of which the defendants were associated. *To hire in its ordinary signfication, and we should here seek no other means*:

'To contract for the labor and services of, for a compensation; to engage the services of, employ for wages, salary, or other consideration; to engage the interest of, agree to pay for the desired action or conduct of.'

And this has been the meaning of the word since it was first used in the statute in question and its predecessors. It is not essential to a hiring that the consideration be pecuniary or that it be paid at once * * * "(page 84).

"And in an exhaustive opinion rendered by Attorney General Cushing in that same year is found the following:

'It is possible that he may have supposed that a solemn contract of hiring in the United States is necessary to constitute the offense. That would be a mere delusion. The words of the statute are 'hire or retain.' It is true our act of Congress does not expressly say, as the British act of Parliament does,'whether any enlistment money, pay, or reward shall have been given or not;' nor was it necessary to insert these words. A party may be retained by verbal promise, or by invitation, for a declared or known purpose. If such a statute could be evaded or set at naught by elaborate contrivances to engage without enlisting, to

> retain without hiring, to invite without recruiting, to pay recruiting money in fact, but under the name of board, passage money expenses, or the like, it would be idle to pass acts of Congress for the punishment of this or any other offense.'
>
> I have adopted these quotations because they seem to me to state accurately the meaning of the law, to be well within its terms, and to afford the only construction that will render it effective for the purpose for which it was intended" (page 85).

It is our earnest contention that in order to establish a crime under Section 10, there must be an actual hiring or retaining,—that aid, assistance or inducement is not sufficient under the strict language and interpretation of the statute.

Averitt may have been exceedingly anxious to go to Mexico to enlist therein as a soldier, and defendant Gayon may have made many suggestions to make Averitt more eager and may have done many things to assist him to carry out this desire and intent, but such suggestions and assistance are no crime under the statute, *for the necessary element is the hiring or retaining.* That is lacking.

The suggestions made by defendant Gayon may have been of great weight in inducing Averitt to go to Mexico. Even if they had been the inducing cause of his desire to go and his subsequent going, they would still not amount to the necessary hiring or retaining contemplated by the statute.

As said in United States vs. Hertz and United States, vs. Blair-Murdock Co. *supra,* the words

hire and retain denote an engagement on the one side to do the particular thing and on the other side to give consideration therefor.

Here there was no obligation assumed by Gayon in any respect either for himself or for another—no promise, express or implied, made by him—and unless it be shown that he actually employed, hired, engaged or retained the said Averitt to go to Mexico for the purpose of enlisting as a soldier, whether the said obligation was assumed by Gayon either for himself or for another, there was no crime under Section 10 of the Penal Code.

The assistance given by the defendant Gayon even if given with the knowledge that Averitt intended to go to Mexico for the purpose of enlisting as a soldier falls far short of the hiring and retaining necessary to constitute a crime, and the testimony of Averitt clearly shows that Gayon did nothing more than assist the witness.

In United States vs. Kazinski, *supra,* it was held to be no offence to transport out of this country, with their own consent, persons who had an intention to enlist as soldiers in a foreign country.

It was there said by Sprague, D. J.:

> "A distinct hiring or retaining by the defendant must be shown * * *. If a captain of a vessel should know that all his passengers were going out of the United States for the purpose of enlisting or were hired or retained to go, he would not be liable * * *. It would be no crime to obtain a ticket or hire a cab for a person who was hired or retained to go beyond the limits of the United States to enlist."

The letter which defendant Gayon addressed to Naranjo (Exhibit B, Record, page 48) and gave to the witness Averitt is merely a letter of introduction and read in the light of the testimony of Averitt and Gayon, was given innocently and without unlawful intent.

It follows that there was no hiring or retaining by defendant in violation of the statute under consideration.

POINT III.

The prima facie evidence afforded by the indictment was conclusively overcome not only by the testimony of defendant's witnesses but also by the proofs adduced by the prosecution.

Ordinarily an indictment, if sufficient in law, would suffice to constitute the basis for a finding of probable cause, but where, as here, the evidence upon which the indictment was found is produced, and that evidence negatives the commission of the crime charged, the indictment ceases to support a finding of probable cause.

The prosecution did not claim that defendant Gayon was in Texas. The overt act alleged upon which the prosecution relies as connecting defendant Gayon with the conspiracy is set forth in subdivision (a) of the indictment (Record, page 7). To prove the commission of this overt act the witness Averitt was brought from Texas and questioned at length (Record, pages 31 to 40).

If the testimony of the said Averitt was to the effect that a crime against the laws of the United

States had been committed by defendant Gayon, there would be ground upon which defendant Gayon should be held, but such is not the case.

The overt act with which the defendant Gayon is charged in subdivision (a) of the indictment constitutes in itself no crime.

While the overt act in question might, if done under and as part of the design of the alleged conspiracy, be competent to support the finding of probable cause, yet where no conspiracy is in any wise proved by or inferrable from the evidence adduced. and the overt act from the surrounding circumstances appears to be innocent of wrong, the overt act is without weight insofar as a finding of probable cause may be predicated thereon.

For it is obvious that to constitute an overt act in furtherance of a conspiracy, the act must be done with the intent that it shall be for the purpose of achieving the object of the conspiracy. No such unlawful intent appears in the instant case.

A careful perusal of the entire record fails to disclose one dot of proof tending directly or inferentially to connect defendant with the conspiracy charged.

There are seven overt acts set forth as being done pursuant to the alleged conspiracy. It is only to one of these that defendant Gayon is shown to be a party.

It is apparent that the only link by which the prosecution hoped or attempted to fasten the conspiracy upon defendant Gayon was his transaction in relation to the witness Averitt and the letter of introduction to the alleged conspirator Naranjo.

To do so the government brought from Texas Averitt, who testified as to his conversations with

defendant Gayon in the City of New York and the delivery to him of the letter of introduction which was placed in evidence (Exhibit B, Record, page 48).

The evidence thus produced failed to support the indictment. The indictment in sub-division (a) sets forth that defendant gave to the witness Averitt certain instructions with reference to presenting said letter to one Naranjo and impliedly promising to the said Averitt that upon his arrival in Mexico he would be given a commission in the army of Aurelio Blanquet. The testimony of Averitt not only shows that no instructions were given to him, but also that no promise, express or implied, was made to him by defendant Gayon.

It is obvious that the only testimony to be obtained as to the conversation between defendant Gayon and Averitt is to be procured from the mouths of Gayon and Averitt. Their testimony is practically in accord to the effect that no instructions with reference to presenting the letter were given and that no promise, express or implied, was made by Gayon to Averitt. If the indictment is to be supported, only the testimony of Averitt can support it. Where such testimony contradicts the indictment, the indictment does not support a finding of probable cause.

Furthermore, if the overt act as alleged in the indictment (Subdivision A) did constitute a crime under Section 10 of the Penal Code, such allegations, for the purpose of the hearing, were displaced by the testimony given by the witness Averitt. The allegations must be ignored and recourse must be had to his testimony to find support for its proof.

The testimony of Averitt, as before argued, fails to establish the charge that defendant Gayon was guilty of any crime, for there was no hiring or retaining within the statute.

It is urged there was no probable cause for believing defendant to have committed the crime charged in the indictment.

POINT IV.

The order of the United States District Court should be reversed and defendant discharged from custody.

Respectfully submitted,

WILLIAM S. BENNET,
Counsel for Plaintiff-in-Error.

A. M. WATTENBERG,
on the Brief.

In the Supreme Court of the United States.

OCTOBER TERM, 1919.

ROBERTO GAYON, PLAINTIFF IN ERROR,
v.
THOMAS D. MCCARTY, UNITED STATES Marshal for the Southern District of New York,
and
SAMUEL M. HITCHCOCK, UNITED STATES Commissioner for the Southern District of New York.
No. 540.

IN ERROR TO THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

BRIEF ON BEHALF OF DEFENDANTS IN ERROR.

STATEMENT OF THE CASE.

This writ of error is sued out to review the judgment of the District Court for the Southern District of New York dismissing a writ of habeas corpus applied for by the plaintiff in error. The petition for said writ recited that the petitioner was in the custody of the defendant in error, McCarty, under a commitment issued by the defendant in error, Hitchcock, holding him for removal to the Southern District of

Texas to answer there an indictment preferred against him for a conspiracy to violate section 10 of the Criminal Code. At the hearing before the commissioner a certified copy of the indictment pending against the defendant in the Southern District of Texas was offered in evidence, and the identity of the defendant was admitted. Thereupon the commissioner heard evidence on behalf of the defendant and rebutting evidence on behalf of the Government as to whether probable cause was shown for holding the defendant upon the charge in question, and held that the evidence adduced clearly indicated an issue which should be passed upon by a jury (R. 46), and accordingly issued the commitment referred to above.

Upon the habeas corpus proceedings Judge Augustus Hand reviewed the evidence carefully, and held that it clearly established probable cause for the removal of the defendant to the Southern District of Texas.

The assignments of error (R. 59, 60), in so far as they are specific, merely claim that the evidence was not sufficient to show probable cause to hold the defendant on the charge of a conspiracy to violate section 10 of the Criminal Code as properly construed, especially as it was claimed the defendant had never been in the Southern District of Texas during the period referred to in the indictment.

ARGUMENT.

In so far as the absence of the defendant from the Southern District of Texas is concerned, it is clearly settled that a charge of conspiracy is not conditioned upon the presence of any particular conspirator within the jurisdiction. (See *Ex parte Hoffstot*, 180 Fed. 240, 241, 242, affirmed in 218 U. S. 665.)

The other points, and, in fact, the entire case, are determined adversely to the plaintiff in error by the decision of this court in *Henry* v. *Henkel* (235 U. S. 219, 228, 229), where it is said:

> The question has been before this court in many cases—some on original application and others on writ of error; in proceedings which began after arrest and before commitment; after commitment and before conviction; after conviction and before review. The applications were based on the ground of the insufficiency of the charge, the insufficiency of the evidence, or the unconstitutionality of the statute, State or Federal, on which the charge was based. In some of the cases the applicants have advanced the same arguments that are here pressed, including that of the hardship of being taken to a distant State for trial upon an indictment alleged to be void.
>
> But in all these instances, and notwithstanding the variety of forms in which the question has been presented, the court, with the exceptions named, has uniformly held that the hearing on *habeas corpus* is not in the nature of a writ of error nor is it intended as a substitute for the functions of the trial court.

> Manifestly, this is true as to disputed questions of fact, and it is equally so as to disputed questions of law, whether they relate to the sufficiency of the indictment or the validity of the statute on which the charge is based. These and all other controverted matters of law and fact are for the determination of the trial court. If the objections are sustained or if the defendant is acquitted he will be discharged. If they are overruled and he is convicted he has the right of review. (*Kaizo* v. *Henry*, 211 U. S. 146, 148.) The rule is the same whether he is committed for trial in a court within the district or held under a warrant of removal to another State. He can not, in either case, anticipate the regular course of proceeding by alleging a want of jurisdiction and demanding a ruling thereon in *habeas corpus* proceedings. (*Glasgow* v. *Moyer*, 225 U. S. 420; *In re Gregory*, 219 U. S. 210; *Ex parte Simon*, 208 U. S. 144; *Johnson* v. *Hoy*, 227 U. S. 245; *Urquhart* v. *Brown*, 205 U. S. 179; *Hyde* v. *Shine*, 199 U. S. 62; *Beavers* v. *Henkel*, 194 U. S. 73; *Riggins* v. *United States*, 199 U. S. 547, 551; *Ex parte Royall*, 117 U. S. 241.)

See also *Daeche* v. *Bollschweiler* (241 U. S. 641); *Rumely* v. *McCarthy* (250 U. S. 283, 288, 289).

Upon the special point of the absence of evidence, this court said in *Harlan* v. *McGourin* (218 U. S. 442, 448):

> * * * The contention is that in the respects pointed out the testimony wholly fails to support the charge. The attack is thus not

> upon the jurisdiction and authority of the court to proceed to investigate and determine the truth of the charge, but upon the sufficiency of the evidence to show the guilt of the accused. This has never been held to be within the province of a writ of *habeas corpus*. Upon *habeas corpus* the court examines only the power and authority of the court to act, not the correctness of its conclusions. * * *

This statement of the law was affirmed in the case of *Matter of Gregory* (219 U. S. 210, 214).

It is argued in the brief on behalf of plaintiff in error, pages 4 to 13, that the testimony before the commissioner did not show a hiring or retaining within the meaning of section 10 Criminal Code, the statute contemplating a distinct contract for a consideration which was not proved. As has been stated, such an argument as to the construction of the statute and the sufficiency of the evidence is not open on habeas corpus, being proper only to the District Court for the Southern District of Texas, which has jurisdiction to determine these questions. But even if the argument were permissible, the charge was not that Gayon hired or retained Averitt, but that he conspired to hire or retain persons generally. General Blanquet *was* in Mexico in arms against Carranza, Gayon was his representative, and as such he gave Averitt letters to persons on the border which were to assure his transit to Blanquet's army and his favorable reception there. Therefore, whether the particular arrange-

ment with Averitt constituted a violation of section 10 Criminal Code or not was immaterial on a charge of conspiracy to violate that statute. (See *Joplin Mercantile Co.* v. *U. S.*, 236 U. S. 531, 535, 536.)

The writ of error should be dismissed, or the judgment below affirmed.

ROBERT P. STEWART,
Assistant Attorney General.

W. C. HERRON,
Attorney.

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